

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

TRUIST BANK,

Civil Action No. 21-10835

Plaintiff,

v.

**F/V QUINBY ALLIE, OFFICIAL
NUMBER 507438, HER ENGINES,
TACKLE, FURNISHINGS, EQUIPMENT,
SUPPLIES, FISHING PERMITS, AND
OTHER APPURTENANCES, *in rem*,**

Defendant.

**VERIFIED COMPLAINT IN ADMIRALTY
AND PRAYER FOR *IN REM* ARREST**

Now comes the Plaintiff, Truist Bank (f/k/a Branch Banking and Trust Company) (“Truist”), by and through undersigned counsel, Clinton & Muzyka, P.C., and as for its Complaint against the F/V QUINBY ALLIE, Official No. 507438, her engines, tackle, furnishings, equipment, supplies, fishing permits, and any and all fishing and other appurtenances, accessories and additions, improvements and replacements (the “Vessel”), *in rem*, for foreclosure of a preferred ship mortgage, states as follows:

1. Truist is a bank organized under the laws of the State of North Carolina, with its principal place of business in the State of North Carolina.
2. The Vessel is a fishing vessel flagged and documented in the United States.
3. Venue is proper in this Court because the Vessel is now, or will be during the pendency of this action, afloat upon the waters of this District.
4. This is an admiralty and maritime claim *in rem* within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and the Supplemental Rules for Admiralty or Maritime

Claims and Asset Forfeiture Actions. Jurisdiction is proper under 28 U.S.C. § 1333 and under 46 U.S.C. §§ 31321 *et seq.*

5. On or about September 27, 2019, QUINBY ALLIE, LLC, a Virginia limited liability company with its principal place of business in Hampton, Virginia (“Mortgagor”), duly executed a promissory note payable to Branch Banking and Trust Company (now Truist) in the original principal amount of \$998,212.90 (the “Note”). A true and correct copy of the Note is attached hereto as ***Exhibit “A.”***

6. On or about September 27, 2019, Mortgagor was the sole owner of the whole of the Vessel. To secure the payment of the Note, Mortgagor duly executed and delivered to Branch Banking and Trust Company (now Truist) a preferred mortgage upon the Vessel dated September 27, 2019 (the “Preferred Mortgage”). A true and correct copy of the Preferred Mortgage is attached hereto as ***Exhibit “B.”***

7. The Preferred Mortgage was duly recorded with the U.S. Coast Guard’s National Vessel Documentation Center on October 1, 2019, at Batch #: 68025100 / Document ID #: 2, in accordance with 46 U.S.C. §§ 31321 *et seq.*, and it otherwise fulfills all requirements to constitute a preferred mortgage under that Act.

8. Mortgagor has defaulted under the Note, the Preferred Mortgage, and related documents. By reason of said defaults, Truist has elected to exercise its option under the Note to accelerate and declare the entire indebtedness secured by the Preferred Mortgage immediately due and payable in full. The principal amount due under the Note as of May 19, 2021 is \$878,098.38. Accumulated interest due under the Note as of May 19, 2021 is \$16,336.51 and fees and costs in the amount of \$3,543.64 have accrued on the Note.

WHEREFORE, Plaintiff, Truist Bank, respectfully prays:

1. that a warrant of arrest issue against the F/V QUINBY ALLIE, her engines, tackle, furnishings, equipment, supplies, fishing permits, etc., and that all persons claiming any interest therein may be cited to appear and answer this Complaint;
2. that this Court direct the manner in which the actual notice of the commencement of this civil action shall be given to the Master or other ranking officer or caretaker of the Vessel, and to any person which has recorded a notice of claim of any undischarged lien upon the Vessel;
3. that the Preferred Mortgage be declared to be a valid and subsisting lien in the sum of \$878,098.38 outstanding principal, plus interest at 15.00% from May 20, 2021, \$16,336.51 in accumulated interest, and \$3,543.64 in accrued fees and costs, together with all amounts required to be disbursed by Truist for the care and preservation and insurance and the cost of any additional insurance on the Vessel, and all other advances, expenses, attorneys' fees, costs and disbursements on Truist herein, with interest at 15.00% per annum thereon, such lien to be prior and superior to the interest, liens, or claims of any and all persons whatsoever, except such persons as may hold preferred maritime liens on the Vessel;
4. that the F/V QUINBY ALLIE, her engines, tackle, furnishings, equipment, supplies, fishing permits, etc. be condemned and sold to pay the same;
5. that it be decreed that any and all persons claiming any interest in the Vessel are forever barred and foreclosed of and from all right or equity of redemption or claim of, in or to the mortgaged Vessel and every part thereof; and
6. that Truist have such other and further relief that law and justice may require.

TRUIST BANK

By its attorneys,

CLINTON & MUZYKA, P.C.

“/s/Thomas J. Muzyka”

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IN ADMIRALTY

Defendant.

VERIFICATION OF COMPLAINT

I, Steve Blevins, declare as follows:

1. I am the Senior Vice President of Truist Bank, the Plaintiff herein.
2. I have read the foregoing Complaint and know the contents thereof.
3. The Complaint is true of my own knowledge, except as to the matters therein

stated upon information and belief and, as to those matters, I believe them to be true.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 20th day of May, 2021.



Steve Blevins